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## BEFORE THE GUAM CIVIL SERVICE COMMISSION

#### **BOARD OF COMMISSIONERS**



IN THE MATTER OF:

ANDREW SANTOS,

Employee,

VS.

DEPARMENT OF LAND MANAGEMENT,

Management.

ADVERSE ACTION APPEAL CASE NO.: 18-AA06D

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 2/2t day of Much 2019.

LUIS R. BAZA

Chairperson

PRISCILLA T. TUNCAP

Commissioner

CATHERINE GAYLE

Commissioner

LOURDES HONGYEE

Vice-Chairperson

JOHN SMITH Commissioner

JUDGMENT OF DISMISSAL

Andrew Santos vs. Department of Land Management Adverse Action Appeal Case No.: 18-AA06D Page 1

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Office of the Attorney General Leevin Taitano Camacho Attorney General of Guam Solicitor Division

590 S. Marine Corps Drive
ITC Bldg., Ste. 802
Tamuning, Guam 96913 • USA
(671) 475-3324 • (671) 472-2493 (Fax)
www.guamag.org



# BEFORE THE CIVIL SERVICE COMMISSION HAGÅTÑA, GUAM

IN THE MATTER OF:	) ADVERSE ACTION APPEAL CASE NO. ) 18-AA06D
ANDREW SANTOS,	)
Employee,	)
vs.	) STIPULATION OF SETTLEMENT
DEPARTMENT OF LAND MANAGEMENT,	) ) )
Management.	) ) )

To the Civil Service Commission of Guam and opposing Management Representative of record.

THIS STIPULATION OF SETTLEMENT is by and between ANDREW D. SANTOS (hereinafter "Employee") and the DEPARTMENT OF LAND MANAGEMENT, (hereinafter referred to as "Management") as follows:

#### RECITALS

- A. On March 18, 2018 Management demoted the Employee from Deputy Civil Registrar to Land Abstractor III; and that adverse action has been appealed to the Civil Service Commission of Guam, CSC Case No: 18-AA06D; and,
- B. In the interest of fairness and equity, the parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all substantially similar pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeals and Complaints in accordance with the terms and conditions set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Purpose of Agreement. Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

#### 2. Employee's Obligation.

1. 1. 1.

- 2.1 Employee shall withdraw Adverse Action Appeal 18-AA06D, from the Civil Service Commission and request that the Commission dismiss the adverse action appeal with prejudice pursuant to the terms of this agreement.
- **2.2** Employee agrees that the adverse action or demotion shall be rescinded by management and expunged from his record entirely.
- 2.3 Employee shall be reinstated to his former position of Deputy Civil Registrar, Pay Grade O-2 at \$51,787 per annum from the lower position classification of Land Abstractor III, effective March 7, 2019.
- 2.4 Employee agrees that he shall be responsible for all costs and fees that he has suffered associated with his adverse action appeal up to the date of this agreement. This section expressly does not apply to any subsequent fees and costs that may be associated with the enforcement of this agreement or any other matters.

3. Management's Obligation.

. . x . . . . .

3.1 Management agrees to rescind all notices of proposed and final notices of adverse

action associated with the employee's demotion and expunge all such documentation from

any and all employee files wherever it is kept.

3.2 Management agrees to reinstate Employee to his former position of Deputy Civil

Registrar, Pay Grade O-2 at \$51,787 per annum, from the lower position classification of

Land Abstractor III, effective March 7, 2019; and,

3.3 Management agrees to compensate the employee for 55% of the difference in pay

("back pay") from March 18, 2018 to March 7, 2019 in accordance with the terms and

conditions of this settlement agreement.

4. Performance Accepted. The parties agree and acknowledges: (a) that it accepts

performance of its obligations specified in this Agreement as a full and complete compromise

of matters involving disputed issues; (b) that the negotiations for this settlement (including all

statements, admissions or communications by the parties of their attorneys or representative

shall not be considered by any of said parties; (c) and that no past or present wrong doing on

the part of the parties shall be implied by such negotiations.

5. Additional Documents. All parties agree to cooperate fully and execute any and all

supplementary documents and take all additional actions that may be necessary as appropriate

to give full force and effect to the basic terms and intent of this Agreement within thirty (30)

days of its effective date.

6. Independent Advice of Counsel. Each party represents and declares that it has received

independent advice from its respective attorneys and representative with respect to the

advisability of making the settlement provided for herein and with respect to the advisability of

executing this Agreement. Each party further represents and declares that it has not relied

upon any statement or representation by the other party or of any of its partners, agents,

employees, or attorneys in executing this Agreement or in making the settlement provided for

herein, except as expressly provided for herein.

7. Voluntary Agreement. Each party represents and declares that it has carefully read this

agreement, that is knows the contents of this Agreement, and that it has signed the same freely

and voluntarily.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written by their respective names.

For Employee:	For Management:
Conafa	Jung lle Brous
ANDREW D. SANTOS, Employee	JOSEPHIM. BORJA, Director
DATE: 2/7/2019	DATE: much 7, 2019
ROBERT E. KOSS, Employee's Rep.	NICOLAS TOFT Legal Counsel for Management
DATE: 3/7/19	DATE: 3/2/19

### **Transmission Report**

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CIVIL SERVICE COMMISSION

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BEFORE THE GUAM CIVIL SERVICE COMMISSION **BOARD OF COMMISSIONERS** 



IN THE MATTER OF:

LIBERTY PEREZ,

ADVERSE ACTION APPEAL **CASE NO.: 14-AA27T SP** 

Employee,

VS.

**DECISION AND** ORDER

DEPARTMENT OF PUBLIC WORKS.

Management,

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This case came before the Civil Service Commission at its regularly scheduled meeting of January 15, 2019, the Civil Service Commission Conference Room, Bell Tower, Suite 201, 710 West Marine Corps Drive, Hagatha, Guam, for a Hearing on the Merits. Liberty Peroz ("Employee") was present with her attorney William Gavras. Present for the Department of Public Works ("DPW") Management was Acting Director Jessie García and its attorney, Assistant Attorney General David Rivera.

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**DECISION AND ORDER** 23

Liberty Perc: vs. Depurtment of Public Works Adverse ActionAppeal Case No. 14-AA27T 5P

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Abbreviations:

HS: Host send HR: Host receive WS: Walting send PL: Polled local PR: Polled remote MS: Mailbox save

MP: Mailbox print RP: Report

FF: Fax Forward

**CP: Completed** FA: Fall

TU: Terminated by user

TS: Terminated by system

G3: Group 3 **EC: Error Correct** 





Susan Corbin <susan.corbin@csc.guam.gov>

#### **Civil Service Commission Judgments**

1 message

Susan Corbin <susan.corbin@csc.guam.gov> To: officeofsenatorshelton@guamlegislature.org Fri, Mar 22, 2019 at 2:20 PM

Hafa Adai Senator Shelton: Please find attached the judgments executed by the Civil Service Commission in its meeting of March 21, 2019. This is mandated under 4 GCA, Section 4403. Thank you.

Susan Corbin Legal Secretary Civil Service Commission Tel: 647-1855

Civil Service Commission Judgments. 3-21-19.pdf